

TAB C

**AFFIDAVIT OF LOST NOTE
AND INDEMNITY AGREEMENT**

Valhalla Venture Fund (the "Noteholder") deposes and says that:

1. The Noteholder is entitled to the possession and is the registered owner of a Convertible Promissory Note dated September 19, 2000 issued by Salary.com, Inc. (the "Company") in the principal amount of \$100,000 (the "Note").
2. The Note has been lost, stolen or destroyed so that the same cannot be found or produced.
3. The Noteholder has not sold, assigned, pledged, transferred, deposited under any agreement or hypothecated the Note or any interest therein, or signed any power of attorney or other authorization respecting the same which is now outstanding or in force, or otherwise disposed of or created any encumbrance on the same, and no person, firm, corporation, agency or government other than the Noteholder has or has asserted any right, title, claim, equity or interest in, to or respecting the Note.
4. This Affidavit of Lost Note and Indemnity Agreement is made for the purpose of inducing the Company to (i) refuse to recognize any person other than the Noteholder as the owner of the Note, (ii) refuse to make any payment, transfer, registration, delivery or exchange with respect to the Note to any person other than the Noteholder, (iii) refuse to take any other action with respect to the Note pursuant to the request or demand of any person other than the Noteholder, and (iv) accept this Affidavit of Lost Note and Indemnity Agreement in place of the Note.
5. If the Noteholder should find or recover the Note, the Noteholder will immediately surrender the same to the Company for cancellation without requiring any consideration therefor.
6. The Noteholder further agrees to indemnify and hold harmless the Company and its affiliates and their respective successors and assigns (hereinafter collectively called the "Indemnitees") from any and all actions and proceedings, claims, demands, losses, expenses (including, without limitation, reasonable attorneys' fees and expenses) and damages that may be made or brought against any of the Indemnitees on account of or by reason of such lost, stolen or destroyed Note.
7. The Noteholder acknowledges that the outstanding principal and interest due on the Note in the amount of \$101,516.00 as of December 20, 2000, was converted into shares of Series D Convertible Preferred Stock of the Company, \$.0001 per value per share, and the Note was canceled on the books of the Company as of such date.

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IN WITNESS WHEREOF, the undersigned has hereunto affixed his hand this ____ day
of December, 2000.

VALHALLA VENTURE FUND

By: 
Name:
Title:
Address:

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